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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD


Proceeding	91218534
Party	Defendant Kelsen Group A/S
Correspondence Address	DEAN C EYLER GRAY PLANT MOOTY MOOTY & BENNETT PA PO BOX 2906 MINNEAPOLIS, MN 55402-0186 UNITED STATES ipmail@gpmlaw.com
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Date	12/22/2014
Attachments	141218 Agreement - Famous Dane v Kelsen.pdf(160727 bytes)

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of the date when signed by both parties (the "Effective Date"), by and between Famous Amos Chocolate Chip Cookie Company, L.L.C., a Delaware limited liability company with a principal place of business at One Kellogg Square, Battle Creek, Michigan 49016 ("Famous Amos"), and Kelsen Group A/S, a Danish corporation with an address of Bredgade 27, Norre Snede 8776 Denmark ("Kelsen").

RECITALS

1. Famous Amos is in the business of, among other things, producing, promoting and selling cookies and other baked goods, including its FAMOUS AMOS® line of cookies.
2. Famous Amos is the owner of the following relevant trademark registrations in the United States Patent and Trademark Office ("USPTO") in connection with its FAMOUS AMOS® mark:

Mark	Reg. No.	Status	Goods
	1,468,496	Registered – Incontestable	Cookies
FAMOUS AMOS	2,304,374	Registered – Incontestable	Cookies

3. Kelsen has filed an application to register the mark FAMOUS DANE and Design, pictured below, in the USPTO for use with "cookies" in International Class 30, Application Serial No. 86/165334 (the "Kelsen Design Mark"):

The logo for "Famous Dane" is written in a highly stylized, cursive script. The word "Famous" is positioned above "Dane", and both words are connected by fluid, sweeping lines. The lettering is elegant and decorative, with a signature-like quality.

4. Kelsen has also filed an application to register the word mark FAMOUS DANE in the USPTO for use with "cookies" in International Class 30, Application Serial No. 86/165326 (the "Kelsen Word Mark").
5. Famous Amos filed Oppositions to both the Kelsen Design Mark and the Kelsen Word Mark.

6. Famous Amos and Kelsen wish to resolve the Oppositions and avoid any conflict between their respective marks.

AGREEMENT

1. Kelsen agrees that within 10 days of the effective date of this Agreement, it will expressly withdraw its Application Serial No. 86/165334 for use with the Kelsen Design Mark. Kelsen further agrees that except as provided for in Paragraph 2 below, it will not register, seek to register, or use the Kelsen Design Mark in connection with cookies in the United States.

2. Famous Amos agrees that Kelsen may sell out its current inventory in the United States of cookies sold under the Kelsen Design Mark. Kelsen agrees that following the depletion of its currently existing inventory of cookies sold under the Kelsen Design Mark, it will cease all further use in the United States of the Kelsen Design Mark with cookies.

3. In consideration of Kelsen's compliance with the terms of this Agreement, Famous Amos will withdraw its Opposition to Kelsen's Application Serial No. 86/165326 for the Kelsen Word Mark and will not object to or oppose Kelsen's use of the Kelsen Word Mark with cookies.

4. Following the withdrawal of the application for the Kelsen Design Mark, pursuant to paragraph 1, Famous Amos will dismiss with prejudice its Oppositions filed against the Kelsen Design Mark and the Kelsen Word Mark.

5. The parties recognize and agree that compliance with the above provisions will prevent conflict between their respective marks and will avoid a likelihood of confusion between their respective marks. Should the need arise, the parties will cooperate to take steps necessary to prevent the likelihood of consumer confusion arising in the future.

6. The parties agree that they will each bear their own costs in relation to the trademark filings referred to in this Agreement and that they will each pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this Agreement and other related documentation.

7. Each of the undersigned individuals hereby warrants and represents that he or she has full authority to execute this Agreement on behalf of the party for which it is signed.

8. This Agreement may be executed in counterparts, each of which when executed and delivered (which delivery and exchange may be made via facsimile or email transmission) shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument. This Agreement shall become binding when all counterparts taken together have been executed and exchanged by the Parties.

9. The parties shall have the right to refer to the existence of this Agreement, to the fact that all matters relating to the dispute have been settled to the satisfaction of both parties. The parties shall otherwise keep the specific terms of this Agreement and the Agreement itself in

confidence and prevent the unauthorized duplication, use and disclosure of the terms and conditions of this Agreement.

10. This Agreement is binding on the parties' respective affiliates, successors and assigns.

Dated: December 18, 2014.

FAMOUS AMOS CHOCOLATE CHIP COOKIE COMPANY, L.L.C.

By James K. L. L. L.
Its ASSISTANT SECRETARY

Dated: December 11, 2014.

KELSEN GROUP A/S.

By Fraser D. L. L. L.
Its CEO



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